PLEASE NOTE:

Site/Parcel Numbering -- This notebook contains references to "Parcel 1," which has been the designation for the "Port Industrial Yard" property (401 Alexander Avenue) at the end of the Hylebos peninsula and at the Mouth of the Hylebos Waterway. See HCC "Summary of Existing Information" (January 1995). In the Trustees' Settlement Report, "Parcel 1" is designated "Site 56" and named the "AK-WA Shipbuilding Site."

This notebook also contains references to "Parcel 2," which has been the designation for the former Occidental property at 605 Alexander Avenue (but not including the former PRI Northwest property at 709 Alexander Avenue). <u>Id</u>. The Trustees' Settlement Report includes "Parcel 2" in "Site 57" named the "Occidental Site" (encompassing both the former Occidental and PRI properties).

PARCEL #1 PHOTOGRAPHS

EXTENSIVE CONTAMINATION OF THE HYLEBOS SHORELINE BY THE U.S. NAVY AND TODD DURING WORLD WAR II, WHILE OPERATING ON THE OCCIDENTAL PROPERTY (THE "NORTH TEN ACRES" OF PARCEL #2)

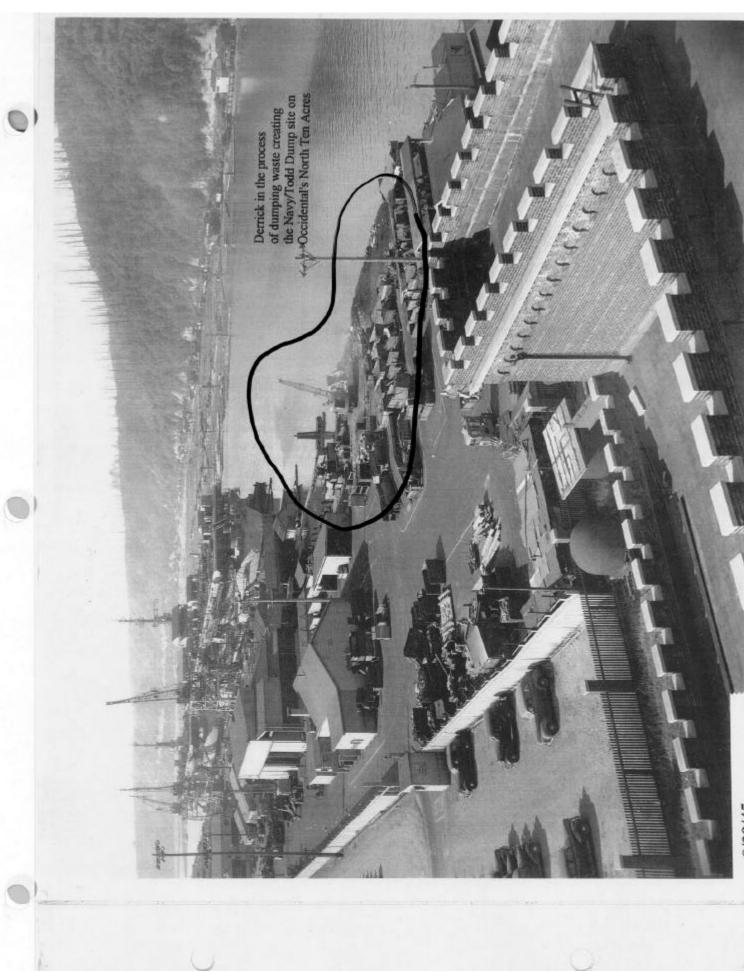
EXTENSIVE CONTAMINATION OF THE HYLEBOS SHORELINE BY THE U.S. NAVY AND TODD DURING WORLD WAR II, WHILE OPERATING ON THE OCCIDENTAL PROPERTY (THE "NORTH TEN ACRES" OF PARCEL #2)

Tab 1:	Photograph dated August 29, 1945 taken from the roof of the Occidental Building showing the creation of the Navy/Todd Dump Site on Occidental's North Ten Acres.
Tab 2:	Photograph dated July 1, 1943 showing the Navy/Todd incinerator on Occidental's North Ten Acres.
Tab 3:	Photograph dated February 20, 1946 of building #102 which was used by the United States Navy as an Automotive Maintenance Building.
Tab 4:	Another photograph dated February 20, 1946 showing extensive Navy/Todd waste material including what appear to be 55 gallon drums that have been dumped along the bank of the Hylebos on the Occidental property in back of building #102.
Tab 5:	Photograph dated February 20, 1946 showing a locomotive engine partially inside building #102.
Tab 6:	Photograph of the same date (February 20, 1946) of the interior of building #102. The caption of the photograph reads "North Ten Acres / Interior of Automotive Maintenance Building from the balcony. Pits are covered." The Navy's use of this facility as an Automotive Maintenance Building with pits for work underneath vehicles undoubtedly contributed oily materials and PAHs to the Hylebos Waterway.
Tab 7:	Aerial photograph dated December 19, 1951 illustrating debris along the bank of the Hylebos extending from the Navy/Todd Dump Site Northward (to the right) to the property line of Parcel #1. This debris is the fill material dumped by the Navy and Todd during World War II.
Tab 8:	Aerial photograph dated 1936 of the Occidental North Ten Acres shoreline prior to the creation of the Navy/Todd Dump Site.

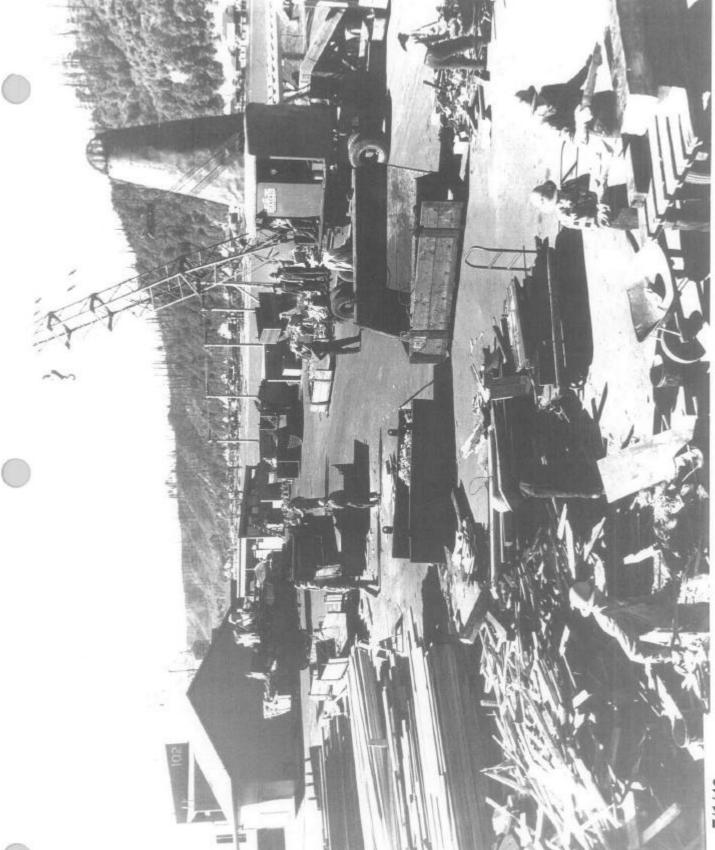
Aerial photograph dated 1946 of the Occidental North Ten Acres shoreline after the creation of the Navy/Todd Dump Site.

Tab 9:

Photograph dated August 29, 1945 taken from the roof of the Occidental Building showing the creation of the Navy/Todd Dump Site on Occidental's North Ten Acres. The material being dumped by the derrick in the background along the shoreline is extending the shoreline into the Hylebos. Two aircraft carriers in the background are tied up at the Number 3 Outfitting Pier. Note building #102 (the tall building in the left background), to put the next photograph (Tab 2) in perspective.



Photograph dated July 1, 1943 showing the Navy/Todd incinerator on Occidental's North Ten Acres (the incinerator is the conical structure behind the derrick on the right side of the photograph). Note the wooden bins in the photograph which contain materials that are apparently destined to become part of the Navy Dump Site. As is shown in photograph Number 1, these derricks were used to lift the bins and empty their contents into the Hylebos Waterway, thus building the Navy/Todd Dump. The truck in the left middle ground of the photograph (beneath the #102 painted on the side of Building #102) is loaded with debris that is apparently destined to become part of the Dump. This photograph therefore provides strong evidence that the Dump was in operation as early as July, 1943.



7/1/43

Photograph dated February 20, 1946 of the Southeast corner of building #102 which was used by the United States Navy as an Automotive Maintenance Building. The tank of the Navy water tower is in the background beyond the building. The photographer was standing on the edge of the Hylebos Waterway looking towards the Northwest.

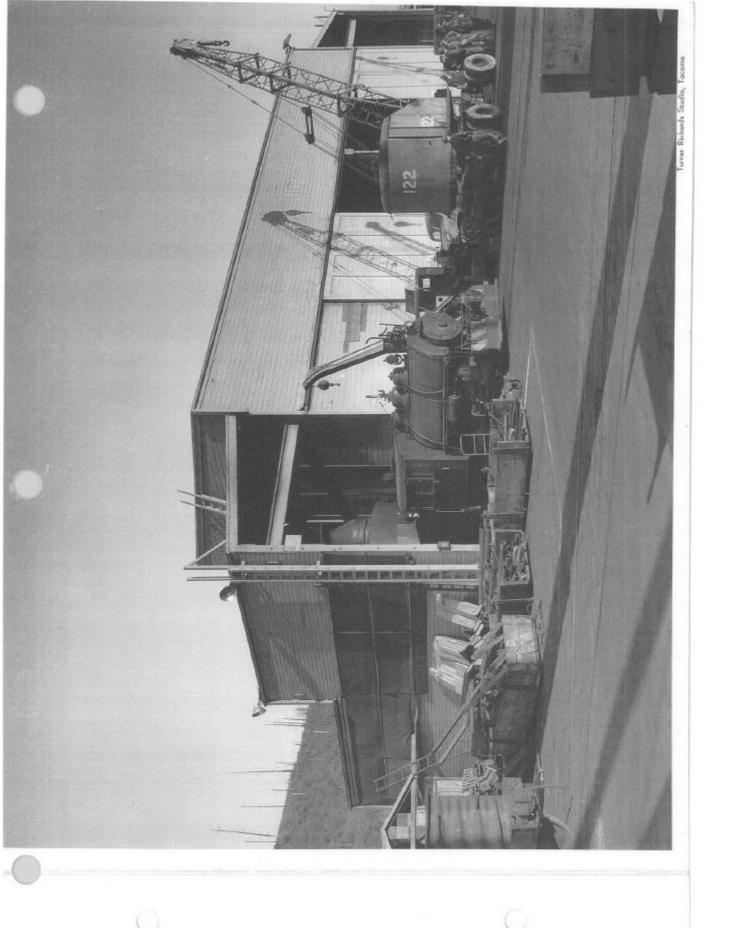


Another photograph dated February 20, 1946 (taken from approximately the same location as Photograph 3, but the camera was turned about 90° clockwise to take a picture of the bank of the Hylebos on the Hylebos side of building #102. Note that the same canvas covered vehicle with plastic windows (vehicle Number 79 in Photograph 3) is in the same location in this picture. Note the extensive waste material -- including what appear to be 55 gallon drums -- that have been dumped by the Navy and Todd along the bank of the Hylebos on the Occidental property, in back of building #102.

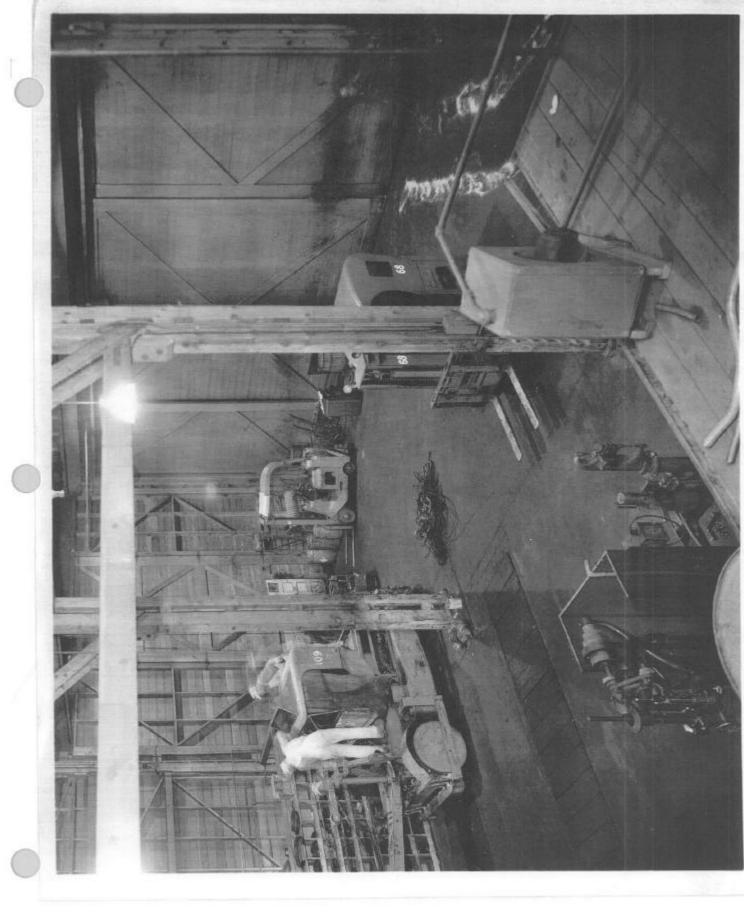


2/20/46

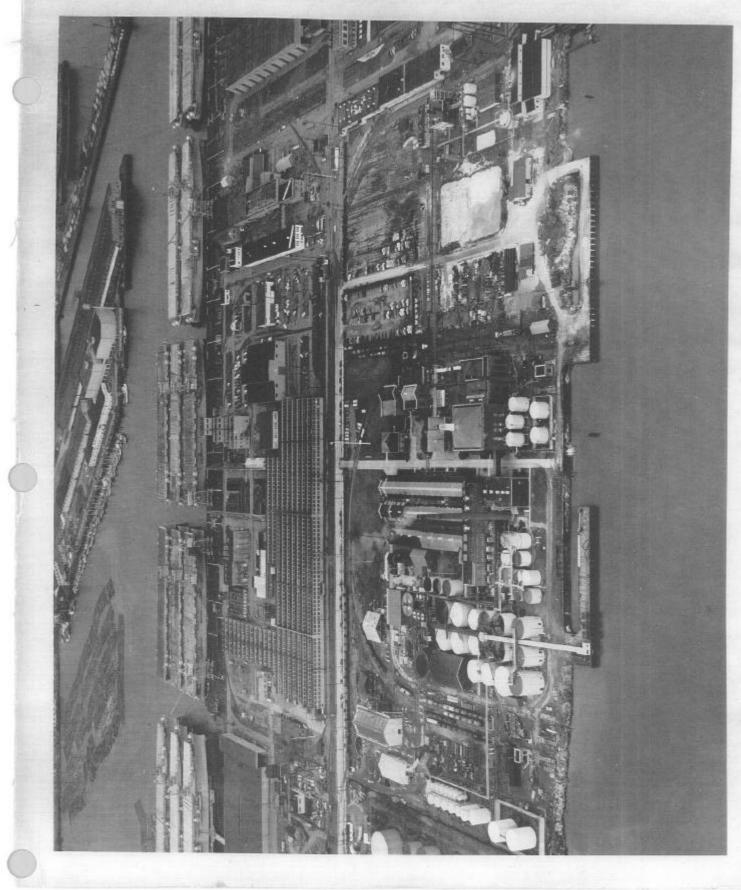
Photograph dated February 20, 1946 (the same day as the two preceding photographs) looking towards the Southeast, and showing the Northwest corner of building #102, with a locomotive engine partially inside the building.



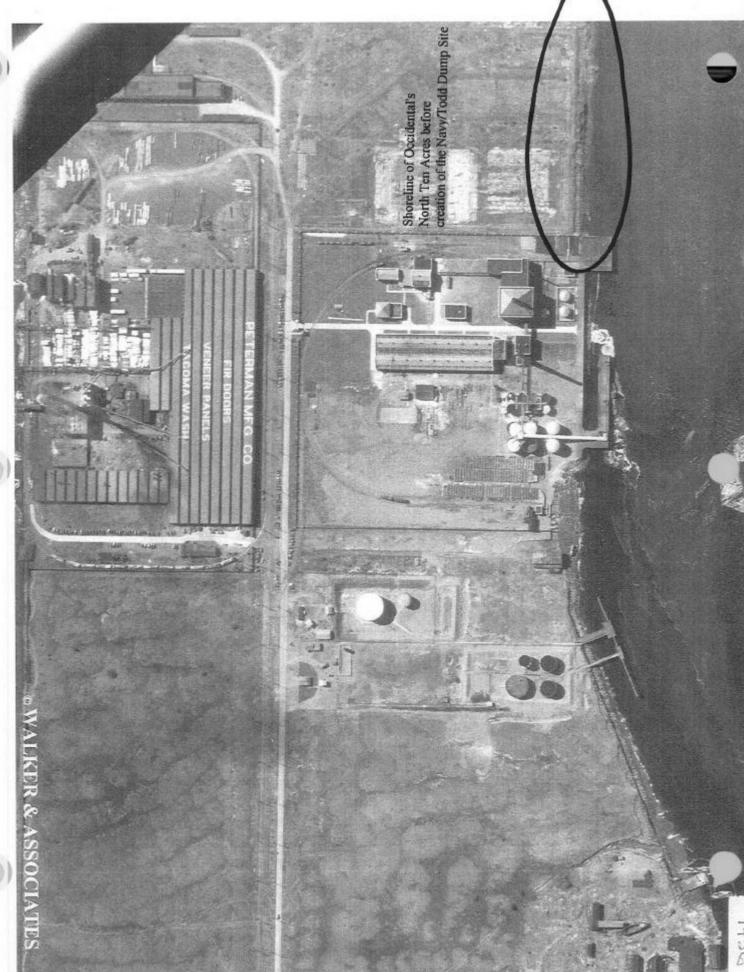
Photograph of the same date (February 20, 1946) of the interior of building #102. The caption of the photograph reads "North Ten Acres / Interior of Automotive Maintenance Building from the balcony. Pits are covered." The Navy's use of this facility as an Automotive Maintenance Building with pits for work underneath vehicles undoubtedly contributed oily materials and PAHs to the Hylebos Waterway.



Aerial photograph dated December 19, 1951 of the Occidental property taken from over the Hylebos Waterway looking towards the Blair Waterway in the background. Note thirteen aircraft carriers tied up on the Blair. Also note the continued existence of the Navy/Todd Dump Site on the Hylebos Waterway (behind the Occidental Pier). Note that building #102 still exists on the lower right corner of the photograph along the shore of the Hylebos. Note the debris along the bank of the Hylebos extending from the Navy/Todd Dump Site northward (to the right) to the property line of Parcel #1. This debris is the material dumped by the Navy and Todd during World War II.

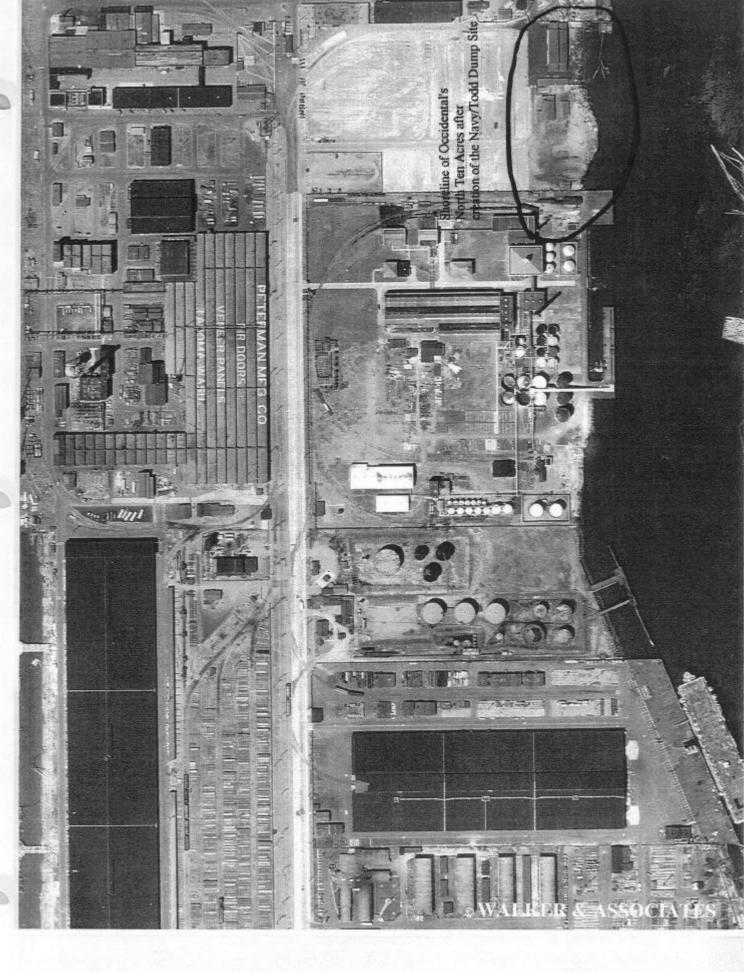


This Photograph 8, and the next Photograph 9, provide "before and after" aerial views of the Navy/Todd Dump. This photograph dated 1936 showing the early development of parcel #'s 2 (Occidental), 3 (Fletcher Oil), 4 (to become Maxwell/General Petroleum), 5 (vacant), and 6 (the boatyard predating the Naval Yard takeover). The Occidental North Ten Acres is to the right of the photograph. Note the straight shoreline along the Hylebos of the Occidental North Ten Acres extending from the Occidental operations towards the shipyard. This photograph was taken before the creation of the Navy/Todd Dump Site on the Occidental North Ten Acres. See the next Photograph 9 for a "before and after" comparison.



Aerial photograph dated 1946 (taken from approximately the same position as the previous Photograph 8) showing the shoreline of the Occidental North Ten Acre parcel after the shoreline of the Occidental North Ten Acre parcel after the creation of the Navy/Todd Dump Site. The Navy/Todd Note how the occupation of the area ended in 1946. shoreline was extended out into the Hylebos by dumping waste materials into the Waterway along the length of the North Ten Acre shoreline. An obvious protrusion of the shoreline is seen adjacent to the remainder of the Occidental property. Note that the Navy had removed its incinerator from the Occidental North Ten Acres by the time this photograph was taken.

This photograph also shows parcel #'s 3, 4, 5, and 6. On parcel #4, note the "Air Force sludge area." With respect to parcel #5, note the Navy Commissioning Pier with an aircraft carrier berthed along it.

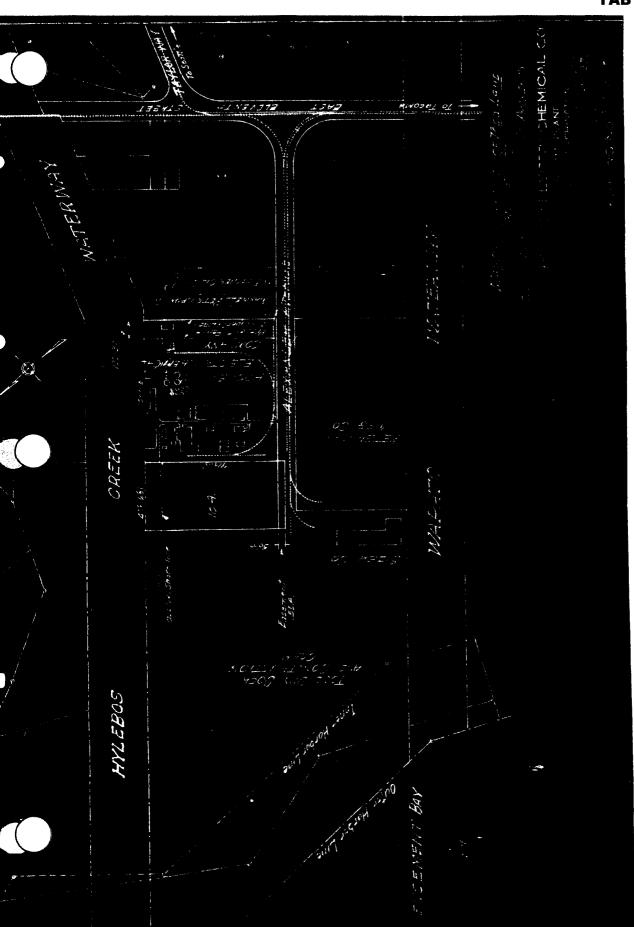


"NORTH TEN ACRES" REAL ESTATE HISTORY

- Tab 1--Until 1937, the "North Ten Acres" was owned by the Todd Shipyard (then called "Todd Seattle Dry Docks Inc.")("Todd") located on Site 56. Pre-1937 aerial photographs show that the area was the location of shipyard buildings and facilities that were demolished by Todd. In 1937, the area was surveyed for sale to Occidental's predecessor (Hooker Electrochemical Co.)("Hooker").
- **Tab 2**—By warranty deed dated May 5, 1937, Todd conveyed the "North Ten Acres" to Occidental's predecessor (Hooker).
- Tab 3—The "North Ten Acres" was needed for the World War II activities of the Site 56 shipyard. In 1941, the property was leased to Todd (then called "Seattle-Tacoma Shipbuilding Corporation") for use by Todd and the United States. Initially, it was contemplated that the property would be used for parking.
- **Tab 4**—In 1942, the United States Navy decided to expand the Site 56 shipyard into the "North Ten Acres," by constructing certain facilities, including a vehicle maintenance building on the Hylebos shoreline, and a "scrap disposal yard" (including an incinerator near the shoreline).
- Tab 5—By 1944, the United States had installed additional facilities at the "North Ten Acres," including catch basins and drainage lines to the Hylebos.
- Tab 6—The United States and Todd used the "North Ten Acres" until May 31, 1946. [In 1945, the wastes at the "disposal yard" and incinerator were dumped and pushed into the Hylebos Waterway, creating the "Navy/Todd Dump" that is depicted on an October 1945 map of the shipyard. See Volume V (National Archives Report, Map 3); Volume XII (photographs of the disposal yard, incinerator, and creation of the "Navy/Todd Dump"). The October 1945 map also depicted the maintenance building (Building #102, "Automotive Maint. & Gasoline Service") on the Hylebos bank.]
- Tab 7—In 1946, the United States agreed to "abandon the sewers on the North Ten Acres and proceed immediately to relocate the sewer on [Site 56]" but then sought to continue to use those sewers for the post-war Naval Station Tacoma. Correspondence confirms that the Navy sewer system ran to the Hylebos. Correspondence also confirms that the shoreline maintenance facility included a "2000 gallon gasoline storage tank in the ground."

[33221-0001/SL021680.008]

Tab 8—Throughout the 1940s and 1950s, the Site 56 Naval Station Tacoma had an easement to use a sewer on the "North Ten Acres" that drained to the Hylebos. At some point the United States indicated "that the sewer in question [was] abandoned and that all drainage formerly entering this branch [had] been diverted to a branch entirely within [Site 56]." However, the easement was assigned to the Port of Tacoma when the Port purchased Site 56 from the United States in 1959.



TAB 12-2D

WARRANTY DEED

THIS INDENTURE WITNESSETH, That TODD SEATTLE DRY DOCKS INC., a corporation duly organized and existing under the laws of the State of Washington and authorized to do business in said State, and having its chief place of business in the City of Seattle therein, and hereinafter termed THE VENDOR, for and in consideration of Thirty-one Thousand Three Hundred and Thirty-five (\$31,335.00) Dollars, in lawful money of the United States of America, to it in hand paid by HOOKER ELEC-TROCHEMICAL COMPANY, a corporation organized under the laws of the State of New York but duly qualified and authorized to do business and hold property in said State of Washington, with its chief place of business at the City of Tacoma in said State, hereinafter termed THE VENDEE, has GRANTED, BARGAINED and SOLD and by these presents does grant, bargain, sell and convey unto the said Vendee, and to its successors and assigns, the following described real property situate, lying and being within said City of Tacoma in the County of Pierce in said State of Washington, to-wit:

Beginning on the southeasterly line of Block 1, in plat entitled "Ashton Replat", filed in the office of the County Auditor of Pierce County, being State Land Commissioner's Replat of Blocks 13 to 48, Tacoma Tide Lands, King County Annex, at a point on said line 890 feet northeasterly from the southerly corner of said block, and being at the intersection of said block line with the northeasterly line of Alexander Avenue, as now laid out by the City of Tacoma; thence on said southeasterly line of Block 1, north 42044'24" east, 910 feet to the easterly corner of said Block 1; thence on the northeasterly or northerly line of said Block 1, north 47°15'36" west for a distance of 500.00 feet, to a point; thence parallel with said south-easterly line of Block 1, south 42°44'24" west for a distance of 910 feet, to a point in line with the extension of the northeasterly line of Alexander Avenue; thence on said extended line, south 47015' 36" east for a distance of 500.00 feet, to the



point of beginning; together with an easement over the northeasterly half of the extension of the northeasterly 100 feet of said Alexander Avenue, this easement being a strip 50 feet wide and 500.00 feet long, contiguous with and adjoining the sourthwesterly line of said tract above described.

TO HAVE AND TO HOLD said premises and real property, with all appurtenances thereto, unto the said Vendee, and to its successors and assigns, forever; and the said Vendor, Todd Seattle Dry Docks Inc., for itself and its successors, does hereby covenant to and with the said Vendee, its successors and assigns, that it is the owner in fee simple of said property and premises and that they are free from all incumbrances, and Vendor further covenants that it will WARRANT and DEFEND the title thereto against all lawful claims whatsoever.

IN WITNESS WHEREOF the above named Vendor has caused its corporate name and seal to be hereunto subscribed and affixed and has caused this deed to be executed by the officers of Vendor thereunto duly authorized on this 5 day of May, 1937.

Executed and Delivered in the presence of:

Melton a Flaten

By

President

Attest:

VENDOR

ONITY (ATS)

PRINCES ON THE DOLLARS

ON THE DOLLA

THIRTY DOLLARS

STATE OF WASHINGTON)
COUNTY OF KING)

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

PUBLICO D

Notary Public in and for the State of Washington, residing at Seattle in said County of King and State of Washington.

Find for Record May 6 1337 41.24P

PP-55 PAE: Land Tacoma Acquisition 17-6-1

THIS INDENTURE, Made this 1st day of May, 1941, by and between HOCKER ELECTROCHEMICAL COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of New York, hereinafter designated as the "Lessor," and SEATTLE-TACOMA SHIPBUILDING CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the State of Washington, hereinafter designated as the "Lessee,"

WITNESSETH:

For and in consideration of the payment of the rent hereinafter specified and performance of each and all of the covenants and conditions herein contained on the part of the Lessee to be performed, Lessor does hereby lease, demise and let unto the Lessee and the Lessee does hereby hire, rent, and lease from the Lessor those certain premises situate, lying and being in the City of Tacoma, County of Pierce. State of Washington, and more particularly described as follows, to-wit:

Beginning on the Southeasterly line of Block 1, in plat entitled "Ashton Replat," filed in the office of the County Auditor of Pierce County, being State Land Commissioner's Replat of Blocks 13 to 48, Tacoma Tide Lands, King County Annex, at a point on said line 890 feet northeasterly from the southerly corner of said Block, and being at the intersection of said block line with the northeasterly line of Alexander Avenue, as now laid out by the City of Tacoma; thence on said southeasterly line of Block 1, north 42° 44' 24" east, 910 feet to the easterly corner of said Block 1; thence on the northeasterly or northerly line of 500.00 feet, to a point; thence parallel with said for a distance of 910 feet, to a point in line with the extension of the northeasterly line of Alexander Avenue; thence on said extended line, south 47° 15' 36" east for a distance of 500.00 feet, to the point of beginning;

Excepting therefrom, however, the southeasterly 120 feet of said tract for a distance of 225 feet north-easterly from the northeasterly line of Alexander Avenue extended, and also excepting that portion of said tract constituting the spur track right of way granted by Lessor herein to Lessee herein by agreement

dated July 16, 1940.

The term of this lease shall be one year, commencing on the first day of May, 1941 and ending on the 30th day of April, 1942.

For and in consideration of this lease the Lessee promises to pay to the Lessor, at its office located at No. 605 Alexander Avenue, Tacoma, Washington, the sum of TWO HUNDRED DOLLARS (\$200.00) at the time of the execution hereof, receipt of which is hereby acknowledged, and the further sum of TWO HUNDRED DOLLARS (\$200.00) on the first day of June, 1941, and a like sum of TWO HUNDRED DOLLARS (\$200.00) on the first day of each and every calendar month thereafter during the term of this lease or any extension thereof.

hereby give and grant unto the Lessee, at its option, the right and privilege of extending this lease from year to year subject to all the terms and conditions hereof, upon condition that the Lessee, on or before March 15th immediately preceding the termination of this lease or any extension therefore delivers to the office of the Lessor, at its address here-inbefore mentioned, a written notice of election to exercise such extension for the next succeeding annual period. No extension under the provisions of this paragraph shall operate to extend or enlarge the right of option of extension hereby granted.

This lease is expressly made subject to each and all of the following terms, covenants and conditions:

l. The Lessee, at its own expense, shall, without delay, uniformly grade, condition and surface the demised premises together with the Southeasterly 120 feet of the tract

hereinabove described and abutting and adjoining the demised premises with crushed rock, suitable for the purpose of parking motor vehicles thereon, and, during the term of this lease or any extension thereof, shall keep and maintain the entire tract hereinabove described in such condition. Said tract shall be so graded as to provide proper drainage, so that all surface water shall be drained away from the plant premises of the Lessor adjoining the tract hereinabove described, and into the Hylebos Waterway. The Lessee, at its own expense, shall, without delay, build and erect a fence similar in construction to the Lessee's present southerly fence, with three strands of barbed wire at the top thereof, this fence to separate and divide from the demised premises that area 120 feet by 225 feet excepted by the Lessor from the terms and provisions hereof, and the Lessee shall keep and maintain said fence in a good state of repair during the term of this lease or any extension thereof. Said fence on the southwesterly boundary line of said tract shall be provided with a suitable gate. Said tract shall be graded, conditioned and surfaced, and said fence shall be erected, in a substantial, workmanlike manner.

2. The Lessee shall use said demised premises only for the purpose of parking motor vehicles owned or operated by the Lessee and its officers and employees. Said premises shall be used for no other purpose without the written consent of the Lessor first had and obtained. Except as permitted in paragraph numbered 1 hereof, no buildings or other structures shall be erected or maintained thereon.

- 3. The Lessee has thoroughly examined said demised premises, knows the condition thereof, and accepts the same in their present condition and waives all claims of what soever nature which may arise therefrom. It will permit no waste, damage or injury to the demised premises.
- 4. The Lessee shall and agrees that it will seasonably pay for all light, water and power used on said premises during the term hereof and will cause to be removed
 therefrom all garbage and refuse and will pay all claims of
 any kind connected with the use of said premises.
- 5. Lessee expressly agrees that said demised premises shall be used, occupied and conducted in all respects in compliance with every law, regulation, ordinance or other governmental enactment, whether of federal, state, county or municipal governments, and that said premises shall be so maintained, occupied and conducted at the sole cost and expense of Lessee.
- 6. No signs shall be placed in, on or about the demised premises without prior written approval of Lessor.
- 7. Should at any time during the term of this lease or any extension thereof, said demised premises be assessed for the purpose of general state, county and municipal taxes in excess of the assessed values made in the calendar year 1940, the Lessee will pay, upon demand, to the Lessor, an amount equal to the tax upon such excess value.
- 8. The Lessee hereby recognizes the Lessor's title in and to the demised premises and agrees never to assail or resist Lessor's said title. The Lessee recognizes that said

premises are subject to a certain indenture of mortgage dated as of February 1, 1937, made and executed by and between the Lessor herein, as mortgagor, and The New York Trust Company and Augustus C. Downing, as Trustee; and any and all indentures heretofore or hereafter executed supplemental thereto; and that the lease hereby granted is granted subject to the terms and provisions thereof.

- 9. The Lessee shall and agrees to indemnify the Lessor for, and save harmless the Lessor from, all loss or damage which may result to the Lessor, directly or indirectly, arising out of or from the granting of this lease or from the construction, operation, maintenance and repair of said parking lot, including all loss, of, or damage to, the Lessee's own property or to the person or property of others, whether caused by the operation or negligence of the Lessor or otherwise.
- 10. If any rents reserved herein or any part thereof shall be or remain unpaid when the same become due, or if the Lessee shall violate or default in any of the covenants, agreements, stipulations or conditions herein on its part to be performed, then after ten (10) days' written notice to the Lessee, it shall be optional for the Lessor to declare this lease forfeited and said term ended and to re-enter said premises with or without process of law, using such force as may be necessary to remove all persons and chattels therefrom; and the Lessor shall not be liable for damages by reason of such re-entry or forfeiture. Notwithstanding the right of the Lessor at its election to forfeit this agreement of leasehold, such right shall not be exclusive of any other right or remedy which the Lessor has or may have under the laws of the State of Washington, but shall be cumulative and in addition to all other remedies.

- ll. No waiver by the Lessor of a breach by the Lessee of any covenant, agreement, stipulation or condition of this lease shall be considered to be a waiver of any succeeding breach. It is further agreed that all the covenants, stipulations, agreements and conditions herein contained shall extend to and be binding upon the successors and assigns of the parties hereto, except as otherwise provided.
- 12. It shall be deemed a breach of this agreement of leasehold if the lessee is adjudged insolvent by any court, goes into bankruptcy by voluntary petition or otherwise, or if a receiver is appointed to take charge of its business, or if the Lessee makes any assignment for the benefit of creditors, and this lease may thereupon, without notice, be immediately terminated at the option of the Lessor, in which event the rights of the Lessee or any person claiming through it shall utterly cease and terminate and the Lessor may, without notice, re-enter and take full possession of the premises.
- 13. The Lessee shall not let or sublet said demised premises or any part thereof, nor pladge, mortgage or assign this lease without the written consent of the Lessor. The prohibition herein contained against assignment of this lease shall apply equally to a voluntary or involuntary assignment or transfer.
- 14. Either party hereto shall have the right to terminate this lease, or any extension or renewal thereof, at any time by giving to the other ninety (90) days' written notice of its intention so to do.
- 15. Any notice in any manner relating to this instrument may be given by the Lessor to the Lessee by mailing the same, postage prepaid, by registered mail, directed

to the Lessee at Post Office Box 4197, Tacoma, Washington. Any notice in any manner relating to this instrument may be given by the Lessee to the Lessor by mailing the same, postage prepaid, by registered mail, directed to the Lessor at 605 Alexander Avenue, Tacoma, Washington.

or any extension thereof or any sooner termination of Lessee's tenancy of the premises, the Lessee will, without notice, quit and surrender to Lessor said demised premises in as good state and condition as the same may be put in, ordinary use and wear thereof, or damage by unavoidable casualty, excepted.

IN WITNESS WHEREOF, the parties hereto have executed this instrument, each acting by its officer or officers thereunto duly authorized, and having affixed thereto their respective corporate seals, as of the day and year first above written.

HOOKER ELECTROCHEMICAL COMPANY

By Tes Executive President

Attest: Tes Company

By Tes Company

Attest: Floring Company

Attest: Floring Company

Attest: Floring Company

The Company

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Hauts Green

STATE OF NEW YORK, County of Niagara. day of , 1941, before me On this personally appeared to me known to be the Gl. Vne President and Secretary, respectively, of HOOKER ELECTROCHEMICAL COMPANY, the corporation that executed the above and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written. Kellu Notary Public in and for the State of New York, residing at Manus L HOWARD LEROY KELLER Molary Public, Niagara County Occumission Expires March 30, 1942 STATE OF WASHINGTON County of Tue On this personally appeared to me known to be the President and Secretary, respectively, of SEATTLE-TACOMA SHIPBUILDING CORPORATION, the corporation that executed the above and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Woord

Notary Public in and for the State of Washington, residing at

of Washington, residing at

Seattle-Tacoma Shipbuilding Corporation Tacoma Division Foot of Alexander Ave. Tacoma, Washington

December 9 1942

Hooker Electrochemical Company 605 Alexander Avenue Tacoma, Washington

Attention:

Mr J A Flynn, General Manager

Enclosure:

(a) Two copies of blueprint showing Proposed Shipyard Facilities on Hooker Parking Lot Site

Gentlemen:

We have been requested by the Navy Department to make certain additional Shippard expansion. This work contemplates the further use of the parking lot property for Shippard activity. As shown on the enclosed plan, it is as follows:

- (1) Maintenance Building about 50 ft by 100 ft with concrete paved apron
- (2) Scrap Disposal Yard to include Rubbish Incinerator
- (3) Water Taxi Landing Float
- (4) Bus Loading Shelter about 50 ft by 150 ft
- (5) Paving Area approximately 300 ft by 400 ft for Bus Turn-around - Black Top Paving
- (6) Black top paving in front of new Employees Entrance Gate and a road to the Maintenance Building
- (7) Plant Fire Station about 50 ft by 50 ft and a two story structure.

The buildings planned in this layout will be of a temporary nature and according to previous agreement will be removed at the end of the leasehold period.

We request written authority from you authorizing us to place these facilities on the parking lot property approximately as per plan.

Yours very truly,

SKATTLK-TACOMA SHIPBUILDING CORP.

February 8, 1943

Seattle-Tacoma Shipbuilding Corporation Foot of Alexander Avenue Tacoma, Washington

Attention: Mr O A Tucker

Vice President and General Manager

Gentlemen:

Reference: Seattle-Tacoma Shipbuilding Corp. letter to us dated December 9, 1942

Reference is made to the above-mentioned letter regarding proposed shippard facilities to be erected and placed on our parking lot site heretofore leased to you.

We have no objection to such improvements being placed on the site subject to the terms and conditions of the leasehold agreement dated May 1st, 1941, and subject to your payment, in addition to the sums required to be paid by Paragraph Seven of the lease, of all taxes and assessments which may be assessed, charged or levied upon or against the buildings and other improvements placed by you on the property during the term of the lease or any renewal or extension thereof, and that you indemnify and hold harmless Hooker Electrochemical Company against any and all liability for taxes and assessments charged, levied or assessed upon or against such improvements.

This letter is submitted to you for the record and hereby authorizes you to place the shippard facilities on the site as described in your plan and proposal upon the terms and conditions in the leasehold agreement and herein contained.

Yours very truly,

HOOKER ELECTROCHEMICAL COMPANY

(Signed) J A Flynn Works Manager, Tacoma Plant

JAF: EC

Chief of the Bureau of Ships Havy Department Washington D C

Dear Sir

By lease dated May 1 1944, as extended by letters dated May 21 1942, February 20 1943 and April 21 1944, the undersigned, Hooker Electrochemical Company (hereinafter called the "Lessor"), a New York corporation, has leased certain realty owned by it in the city of Tacoma, Pierce County, Washington, to Todd Pacific Shipyards Inc (formerly Seattle-Tacoma Shipbuilding Corporation Inc, hereinafter called the "Lessee"), a Washington corporation, for the use of the Lessee in connection with its shipbuilding business.

It is understood that under a contract entered into between the United States of America (hereinafter called the "Government") and the Lessee, designated Contract MObs-779, certain shipbuilding facilities (hereinafter called the "Facilities") owned by the Government have been furnished or any hereafter be furnished for the use of the Lessee at the site of such real estate. It is further understood that the Facilities listed in Exhibit "A" attached hereto have heretofore been furnished at such site.

In consideration of the furnishing by the Government of the Facilities for the use of the Lessee under said contract, it is hereby agreed as follows:

- (a) Subject to the terms and conditions of said lease, as hereby modified, the Pacilities may be placed and remain on the leased premises and such premises may be used by the Lessee in connection with its performance of said contract:
- (b) The Facilities shall not be or become part of the realty by reason of such location, shall not be affected as to their title by such location, and may at any time be removed by or pursuant to the direction of the Government.
- (a) The Lossee shall, in addition to the sums required to be paid by Paragraph ? of said lease, pay all taxes and assessments which may be assessed, charged or levied upon or against the Facilities during the term of said lease or of any renewal or extension thereof, and shall indemnify and hold harmless the Lessor against any and all liability for taxes and assessments charged, levied or assessed upon or against such Facilities.
- (d) The Lessee or the Government may within a reasonable time after the end of the term of said lease as extended or sooner termination thereof remove the Facilities from the leased premises;
- (e) Said lease shall not be terminated or the possession of the Leasee otherwise disturbed by the Leaser unless thirty (30) days written notice thereof shall have first been given to the Chief of the Bureau of Ships/

- (f) The Government and its duly authorised representatives shall at all times have access to the leased premises for the protection of the interests of the Government in the Facilities and the exercise of its rights under such contract; and
- (g) Said lease may at any time be assigned or subject to or at the direction of the Government without the further consent of the Lesson.

The Lessor further agrees that in the event of any sale, mortgage, or other disposition or encumbrance of any right, title or interest of the Lessor in or to such real estate there will be included in the instrument or instruments affecting the transaction such provisions as may be necessary to give notice of the foregoing agreements, and that the Lessor will upon request of the Chief of the Bureau of Ships execute and acknowledge such instrument or instruments as may be necessary to put on public record evidence of such agreements.

The Lessee has indicated its approval of the foregoing and has thereby agreed to all provisions hereof applicable to it.

These agreements shall be binding upon and inure to the benefit of the successors and assigns of the Lessor and the Lessee, including the Government.

Very truly yours

HOOKER ELECTROCHEMICAL COMPANY

by /s/ William A Perrin its Assistant Treasurer

Approved and accepted this 21st day of July 1944.

TODD PACIFIC SHIPTARDS INC

by /s/ R L Dalton its Secretary

EXHIBIT A

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ght Poles and Underground Cable	4,000
rking Bumper Logs	500
tch Basins and Drainage Lines	1,000
	\$ 79,150

TAB 12-6D/7-4-/

Hovember 25, 1945

Front

Booker Electrochemical Company

TROOMS, WASLINGTON

Tot

Chief of the Bureau of Ships Mary Department, Washington D.C.

Yiel

Todd Pacific Shippards Inc.

Tacoma Division, Tacoma, Bashington

Bubjects

Lease agreement dated May 1, 1941 -- Hooker Electrochemical Company, Leason; Todd Pasific Shippords Inc., Leases --Motice of Termination.

Inclosures

- (A) Plot plan of leased property.
- (B) Copy of letter dated El July 1944 from Hooker Electrothemical Company, approved by Todd Pacific Shippards Inc. to the Chief of the Bureau of Ships
- (C) Copy of Letter dated August 25, 1945 from Hooker Electrochamical Company to Todd Pacific Shipperds Inc.

2. By agreement of leasahold dated May 1, 1941, we, Hecker Electrochemical Company, leased to Todd Pasific Shippards Inc., whose true corporate mans was them Seattle-Tacoma Shipbuilding Corporation, the following described real property situate in Tacoma, Pierce County, Eashington, to-wit:

Beginning on the Southeasterly line of Block 1, in plat entitled "Ashton Replat", filed in the office of the County Auditor of Pierce County, being State Land Countsaioner's Replat of Blocks IS to 48, Tacoma Tide Lands, King County Annex, at a point on said line 800 feet northeasterly from the southerly corner of said Block, and being at the intersection of said block line with the northeasterly line of Alexander Avenue, as now laid out by the City of Tanoma; themes on said southeasterly line of Block 1, north 420 44° E4° east, 910 feet to the easterly corner of said Block 1; themse on the northeasterly or northerly line of said Block 1, north 47° 15° 56° west for a distance of 500.00 feet, to a point; themse parallel with said southeasterly line of Block 1, south 42° 44° E4° west for a distance of 910 feet, to a point in line with the extension of the northeasterly line of Alexander Avenue; thence on said extended line, south 47° 15° 36° seet for a distance of 500.00 feet, to the point of beginning;

Excepting therefrom, however, the southeasterly 120 feet of said tract for a distance of 225 feet northeasterly from the northeasterly line of Alexander Avenue extended, and also excepting that portion of said tract constituting the spur track right of may granted by Lessor herein to Lessoe herein by agreement dated July 16, 1940.

to be used by the lesses as a parking lot for the term of one year commenting on the lat day of key, 1941, and ending on the 30th day of April, 1942, with provisions, enong others, whereby the lesses was given the right of extending the lesses from year to year, and that either the lesses or lesses should have the right to terminate the lesse, or any extension or rensmal thereof, at any time by giving to the other party minety days written notice of its intention so to do. The lesse as subsequently modified, has been extended from year to year. Attached hereto as Enclosure (A) is a plat upon which is shown the lessed promises.

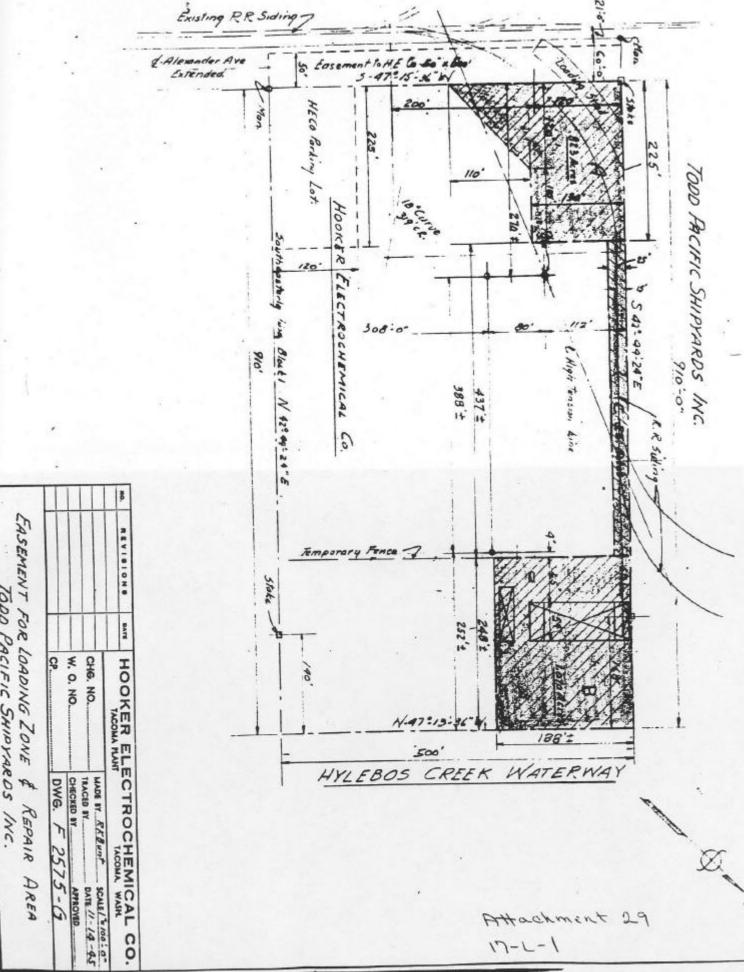
- 2. Subsequent to the execution of said lease dated May 1, 1941, at the request of Todd Pacific Shipperds Inc. and representatives of the Mayy Department, this company agreed in writing, among other things to give the Chief of the Bureau of Ships thirty days* written notice of any termination thereof. (See Enclosure 3)
- 5. On August 23, 1945, this company gave written notice to Todd Pacific Chipyards Inc. that it desired to terminate the aforementioned lease on December 31, 1945 (Enclosure C). Todd Pacific Chipyards Inc. thereafter erally requested that this company extend the time for cancellation of all of the leasehold to February 1, 1946 and to be allowed to retain a parties of the leasehold from February 1, 1946 to June 1, 1946 in order that said company could orderly sarry out the remaining unterminated portion of its ship construction program for the United States Navy. This company has now accoded to the request of said Todd Pacific Shippards Inc. and as a result of conferences with representatives of said company, takes the following action with respect to said leasehold.
- 4. How that the national emergency is over and the property covered by the lease is needed by this company for expansion of our plant facilities, we hereby notify Todd Pacific Shippards Inc. and the Chief of the Bureau of Ships that we have elected to terminate the lease as to all property covered thereby, except the shaded area marked "A" and "B" respectively, shown upon the attached plat Enclosure (A) on January 51, 1946 and to terminate the lease as to said shaded areas "A" and "B" on May 51, 1946. The leases, however, will not be required to pay rental upon the shaded areas "A" and "B" respectively during the period beginning Pebruary 1," 1946 and ending May 51, 1946.

Yours very truly,

HOOKER ELECTROCIENICAL COMPANY

Works Manager, Tacona Plant

Jay: NC Engls. S



TAB 12-7D

C O P

TODD PACIFIC SHIPTARDS INC TACOMA DIVISION Foot of Alexander Avenue Tacoma, 1, Washington O P

End-1 on EECo, Tacoma, ltr to Chief, BuShips dated November 23, 1945

26 NOV 1945

To:

Chief of the Bureau of Ships

Navy Department Washington, D. C.

Via:

Supervisor of Shipbuilding USN

Tacoma, Washington

l. Todd Pacific Shipyards Inc., Tacoma Division, does hereby confirm the statements made in the foregoing letter of Hooker Electrochemical Company and is in full accord with the termination of the leasehold as set forth in paragraph 4 thereof. Todd Pacific Shipyards Inc. does further state that by returning to the said lessor the leased property in the manner as set forth in paragraph 4, the same will not result in any interference with the construction of ships for the United States Navy under existing contracts and scheduled delivery dates. The last vessel to be constructed for the United States Navy by the Tacoma Division under existing contracts is AD-30 which is scheduled to be delivered May 20, 1946.

(Signed) Geo Kachlein Jr

GEORGE F KACHLEIN JR Assistant General Manager

GFK: bh cc Hooker Electrochemical Co.

TELOF TOUR

Com Hardesty of the Navy located at Todd-Pacific, Tacoma, called yesterday morning advising that Mr F & Davidson, Civil Engineer for Navy Department rould be in Tacoma on afternoon of fully 18th and would like to discuss certain matters relative to the redraft of agreement between HECo and United States of America covering use of railroad track and easements for certain encroachments of Navy building on our North Ten Acres.

A conference was arranged for 2 o'clock in our office. Present were Mr Davidson of the Navy, Hilton Gardner our attorney, Wm A. Perrin, Howard D Morris, and T Hammerstrom of Hocker.

The agreement was reviewed, with Mr Davidson commenting on certain points which the Navy felt should be clarified or corrected as follows:

- -V- (a) Romove paragraph "A" Article II. Since the redraft was made the stores building and concrete platform have been removed.
 - (b) He suggested that we remove reference to extension of agreement as shown in Paragraph B, Article II and referred to several times later in agreement.
 - (c) He requested that the area shaded in red on Dwg. SK262 referred to in Article III be increased in width from 12° in order to make cafeteria buildings serviceable from the back. Mr Davidson is to check further on this and will advise later the minimum increase they desire in dimension of this area, taking into consideration that adequate clearance must be maintained near railroad spur.
 - (d) Considerable discussion relative to Article IV-he feels that the Admiral would resent being limited to two rail movements within any one calendar month and expressed desire that any reference to a definite number of movements be removed. It was pointed out by Mr Gardner that HECo must protect its interest in this trackage and feel that the number of movements should be definitely stated in agreement. Mr Davidson appreciated this fact and it was agreed that this matter be deferred until E R Bartlett's arrival in Tacoma July 31st.

At the previous conference held in Commander Hardesty's office on June 3, 1946, it was agreed that the Navy would abandon the sewers on the North Ten Acres and proceed immediately to relocate the sewer on their own property. To date nothing has been done on this and they now wish to reopen this matter again to determine if HECO would be willing to give them an easement for joint usage of sewer.

Mr Davidson was advised that the HECo would not be interested in any such

HOOKER ELECTROCHEMICAL COMPANY TAGOMA, WASHINGTON

> Memo (cont'd) page 2 July 19, 1946

arrangement and it later developed that there is a possibility that there is a sewer line either on the Navy property or very close to the line running from the defeterie to the bay which has been abandoned. Mr Davidson advised that no drawing giving definite location of this line is eveileble but he is going to check and determine location of line which, if serviceable and within their property, would be used for their sewage disposal. In the event the abandoned line is on SECo property permission for use of line will be brought up for discussion.

The Admiral, according to Mr Davidson, is quite indignant that Todd-Pacific is turning over to the Navy an area which does not have a direct reilroad connection. It is notknown how familiar the Admiral is with the operations of the Tacoma Navy Yard and the casual use which local Navy personnel have indicated that track would be put to. Mr Davidson was going on vacation July 29th, stating that he would see that Com J W Silliman, (Deputy to Admiral) to whom he is directly responsible, was adequately posted on all of the details discussed.

Com J . Silliman will be available for a conference when Mr Bartlett arrives and it was agreed that nothing further relative redrafting agreement would be done until that time. In the meantime, Mr Davidson was checking on the area in back of cafeteria and relocation of sewer.

Howard Norris advised that a concrete island is still in place near the automotive maintenance building and a 2000 gallon gasoline storage tank is in the ground. The tank has been filled with water to remove any gasoline and it is felt that best means of disposing of tank would be to cut a hole in the top and fill it with sand, rather than to remove the tank.

The gas pump formerly located on the concrete island has been removed by the Navy. The location of this island and tank are in area where it is planned to erect the gasometer for Hooker-Detrex.

T Hammerstrom

TH:er cc FRB AV 2nd

EXHIBIT "A"

THIS AGREEMENT, made and entered into by and between HOOKER ELECTRO-CHEMICAL COMPANY, a corporation organized and existing under and by virtue of the laws of the State of New York, hereinafter called "Hooker", as First Party, and UNITED STATES OF AMERICA, hereinafter called the "Government", as Second Party,

WITNESSETH:

WHEREAS, Hooker is the owner of the following described property situate in Pierce County, Washington, to wit:

Beginning on the southeasterly line of Block 1, in plat entitled "Ashton Replat", filed in the office of the County Auditor of Pierce County, being State Land Commissioner's Replat of Blocks 13 to 48, Tacoma Tide Lands, King County Annex, at a point on said line 890 feet northeasterly from the southerly corner of said Block, and being at the intersection of said block line with the northeasterly line of Alexander Avenue, as now laid out by the City of Tacoma; thence on said southeasterly line of Block 1. north 420 441 24" east, 910 feet to the easterly corner of said Block 1: thence on the northeasterly or northerly line of said Block 1, north 47° 15' 36" west for a distance of 500.00 feet, to a point; thence parallel with said southeasterly line of Block 1, south 420 441 241 west for a distence of 910 feet, to a point in line with the extension of the northeasterly line of Alexander Avenue; thence on said extended line, south 47° 151 36" east for a distance of 500.00 feet, to the point of beginning; together with an easement over the northeasterly half of the extension of the northeasterly 100 feet of said Alexander Avenue, this easement being a strip 50 feet wide and 500.00 feet long, contiguous with and adjoining the southwesterly line of said tract above described;

that a map of Hooker's property hereinabove described is hereto attached, marked "Exhibit A" and known as Drawing No SK269; and

WHIREAS, the Government is the owner or in possession of the following described property situate in Pierce County, Washington, to wit:

Beginning on the northeasterly line of Block 1, in plat entitled "Ashton Replat", and being the State Land Commissioner's Replat of Blocks 13 to 48, Tacoma Tide Lands, King County Annex, at a point on said line 500 feet northwesterly

from the easterly corner of said Block 1, thence parallel with the southeasterly line of said Block 1, south 42° 441 24" west 970 feet to the projected center line of Alexander Avenue, thence on said projected center line north 47° 15: 36" west 387.143 feet, thence parallel with the southeasterly line of Block 1 south 42° 44. 24" west 830 feet to the southwesterly line of said Block 1, thence on said southwesterly line of Block North 47° 15: 36" west 1210 feet, more or less, to an intersection with the Government Pierhead Line, thence northerly, following said Pierhead Line to an intersection with the southwesterly line of Hylebos Creek Waterway, thence following said waterway line and the northeasterly line of said Block 1, south 47° 15: 36" east 2905 feet, more or less, to the place of beginning, containing 74.066 acres, more or less:

which property adjoins the property of Hooker; and

ment's property encroaches upon Hooker's property, and the Government, or its predecessor in interest, has heretofore constructed electrical distribution manholes and accessories, more particularly hereinafter referred to. on Hooker's property, and the Government is desirous of maintaining a portion of its cafeteria building and its electrical distribution manholes and accessories upon Hooker's property and of installing and maintaining a sewer over and across Hooker's property, with the right to enter upon said property for the purposes and during the term hereinafter specified, and of the use of Hooker's spur track more perticularly hereinafter described;

NOW, THEREFORE, for and in consideration of the full and prompt performance of all the terms, covenants and conditions herein contained on the part of the Government to be performed, kept and/or observed, and of other good and valuable consideration, in hand received by Hooker, the parties hereto do hereby agree as follows:

I.

Hooker does by these presents, subject to the conditions and provisions

hereinafter set forth, permit, authorize and consent:

A. That the Government may maintain, operate, repair and remove its electrical distribution manholes and accessories, and that portion of its cafeteria building encroaching upon Hooker's property in their present locations shown in that portion of the area shaded in yellow on the attached Drawing Ho.

SK269, more particularly described as follows, to wit:

Beginning on the southwesterly line of Hooker's property at a point 26'9" southwesterly of the northwesterly corner of Hooker's property; thence 16' northeasterly parallel with the northwesterly line of Hooker's property; thence 20'1" northwesterly parallel with the southwesterly line of Hooker's property; thence 84'6" northeasterly parallel with the northwesterly line of Hooker's property; thence 6'8" northwesterly to the northwesterly line of Hooker's property,

for a period of five years from and after the 31st day of May, 1946, with the right from time to time during said period to enter upon said property for the purpose of passing and repassing from Alexander Avenue, as extended, to the loading platform of the cafeteria building, and of making repairs to said electrical distribution manholes and accessories, the cafeteria building and the fence referred to in Article III hereof.

B. That the Government may install, maintain, operate and repair a sewer, with necessary manholes and grease trap in connection therewith, in and across that portion of Hooker's property described as follows, to wit:

A strip of land not exceeding 15' in width paralleling the northwesterly line of Hooker's property for a distance of not more than 450' from the northwesterly corner of said property,

along the line and at the points shaded in red on the attached Drawing No SK269, for a period of five years from and after the 31st day of May, 1946, with the right from time to time during said period to enter upon so much of said strip of land for the purpose of installing, maintaining and repairing said sewer, manholes and grease trap, and of repairing the Government's building, now known

as the Women's Locker Room, situate on the Government's property along Hooker's northwesterly property line, as may be necessary for such purposes. Said sever shall be installed, maintained and repaired in a manner satisfactory to and approved by Hooker.

C. That the Government may use, in common with Hooker, Hooker's spur track and switches shaded in brown on the attached Drawing No SK269, which spur track connects with two railroad sidings owned by the Government, for a period of twenty years from and after the 31st day of May, 1946.

II.

The Government, in consideration of the granting of said permits and licenses, covenants and agrees to and with Hooker that upon the expiration of the terms of the licenses described in Article I, Paragraphs A and B hereof, or of any extension or renewal thereof, or of any sooner termination of this agreement, the Government shall, and agrees that it will, remove that portion of its cafeteria building, electrical distribution manholes and accessories, and all other property or enchachments owned or made by the Government and then situate upon Hooker's property from Hooker's property, and restore the premises as nearly as possible to the same state and condition in which they were prior to the construction or installation thereof.

III.

The Government shall, and agrees that it will, build and erect a substantial board fence along the southeasterly and northeasterly lines of that portion of Hooker's property more particularly described in said Article I, Paragraph A hereof, so as to separate and divide that portion of Hooker's property on which the Government is hereby permitted to maintain the electrical distribution manholes and accessories and the encroachment of a portion of the Government's cafeteria building from the rest of Hooker's property, and shall, and agrees that it

will, keep and maintain said fence in good order, condition and state of repair during the term of the licenses described in Article I. Paragraphs A and E hereof. or of any extension or renewals of said licenses, and upon the expiration of the term of said licenses, or of any extension or renewals thereof, or any sooner termination of this agreement, the Government shall, and agrees that it will, at its expense, remove said fence. The Government shall, and agrees that it will, keep the doors and other entrances on the southeasterly side of its building, now known as the Women's Locker Room, closed and locked at all times during the term of the licenses described in Article I, Paragraphs A and B hereof, and of any extension or renewals thereof.

IV.

The Government's use of Hooker's spur track shall be casual, and shall be limited to an average of not more than two (2) movements of cars within any one calendar month, and the Government shall, and agrees that it will, give Hooker forty-eight (48) hours notice of any contemplated movement of cars. Should the movement of cars by or for the Government require the movement of any car or cars of Hooker in order to obtain access to the Government's property, such movement of Hooker's cars shall be made by the Government in a careful and prudent manner and at its expense, and the Hooker cars shall, without delay, be returned to the location on which standing prior to movement by the Government. The Government shall not store or stand cars on Hooker's track. The right of Hooker to make minor changes in the location of said spur track is specifically reserved to it, but in the event of the removal of the spur track from its present location the Government shall be and is permitted, at its expense, to connect with the spur as relocated, and thereafter during the term of the license, use said spur track, subject to the terms and conditions hereof.

property from the Government's property, which fence shall extend from the outer face of the Government's dock to the building situate on the Government's property, now known as the Women's Locker Room, which is approximately 460 feet distant northeasterly from Hooker's northwesterly corner, and shall, and agrees that it will, build and erect substantial gates across the two switches connecting with the Government's opur tracks, which shall be built in line with said fence, and the Government shall maintain said fence and gates in good order and condition and state of repair so long as it shall be permitted the use of Hooker's said spur track and switches. The gates shall be kept closed and locked except when required to be opened during the movement of Government cars.

VI.

The Government agrees that insofar as it may legally do so it will indemnify Hooker for and save harmless Hooker from all loss or damage which may result to Hooker directly or indirectly caused by the operation or negligence of the Government, its agents or employees, in connection with or arising out of the exercise by the Government of the rights herein granted, including all loss of or damage to the Government's own property or injury to the person or property of others.

VII.

In case the Government should make default in any way of the covenants and agreements herein contained on its part to be kept, performed and observed, and such default shall continue after thirty (30) days! notice in writing shall have been given the Government, then, after the expiration of said thirty-day period, said default not having been remedied, Hooker shall have the right to revoke and terminate this agreement and the licenses granted the Government thereunder forthwith.

VIII.

This agreement shall be personal to the Government and in case the Government shall attempt to assign or transfer the same, in whole or in part, without the written consent of Hooker, or in case the Government shall abandon its use of its property as a military facility, or shall transfer or lease its property, such act of the Government shall ipso facto terminate this agreement and the licenses granted the Government thereunder.

IX.

Any notice in any manner relating to this instrument may be given by Hooker to the Government by mailing the same, postage prepaid, by registered mail, directed to Commandant, Thirteenth Naval District, at Seattle, Washington, and any notice in any manner relating to this instrument may be given by the Government to Hooker by mailing the same, postage prepaid, by registered mail, directed to Hooker Electrochemical Company, 605 Alexander Avenue, Tacoma, Washington.

х.

The Government hereby transfers title to the trackage and switches and two buildings owned by the Government and situated on Hooker's property, known as the Automobile Maintenance Building and the Salvage Building, respectively, in release or discharge of any obligation on the part of the Government or its contractors to remove said trackage, switches and buildings, and to restore the property on which the same are situated to its original state and in consideration of the sum of \$2,500.00 cash, to be paid by Hooker upon execution and delivery by the Government of this agreement. The Government hereby acknowledges that it has no interest in or claim upon Hooker's property above described or any facility erected thereon other than as specifically set forth in this agreement.

XI.

The Government shall have and is hereby given the right and privilege

of extending or renewing the licenses described in Article I, Paragraphs A and B hereof, without the payment of any monetary consideration, but subject to all the terms and conditions hereof, for three additional terms of five (5) years each, by giving written notice of its desire to extend or renew at least thirty (30) days prior to the expiration of each term.

XII.

Except as otherwise provided herein, the terms and conditions of this agreement shall enure to the benefit of and be binding upon the successors and assigns of the parties hereto.

XIII.

This agreement is to take effect as and of the 1st day of June, 1946, and shall speak as of and from said date instead of the date of its actual execution.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 13th day of February, 1948.

HOOKER ELECTROCHEMICAL COMPANY

By E R Bartlett
Its President.

Ansley Wilcox 2nd
Its Secretary

UNITED STATES OF AMERICA

By Jarli E Cochrane

By Direction of the Chief of the

Burcau of Yards and Docks, acting

under the direction of the Secretary of the Navy.

STATE OF NEW YORK) ss.
County of Kiagara)

On this 13th day of February, 1948, before me personally appeared E R BARTLETT and ANSLEY WILCOX 2nd, to me known to be the President and Secretary, respectively, of HOOKER ELECTROCHEMICAL COMPANY, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have bereunto set my hand and affixed my official seal the day and year first above written.

Charles H Winkler Jr
Notary Public in and for the State of
New York, residing at Miagara County.

CHARLES H WITKLER JR
Hotary Public, Niagara County, New York
My Commission Expires March 30, 1949
Ho. 1423

The sale was conducted pursuant to authority in Section 14(b)(2) of the Surplus Property Act of 1944, as amended, and War Assets Administration Regulation No. 5, Section 8305.7(b)(iv) dated 17 March 1947. Section 29 of the Surplus Property Act of 1944, as amended, contains the following provisions:

Surplus property disposals may be made without regard to any provision in existing law for competitive bidding, unless the Board shall determine that disposal by competitive bid will in a given case better effectuate the policy of the Act.

Attention is invited to Section 9(a) of Public Law 600, approved 2 August 1946, which exempts from the requirements of that Section disposals "as authorized by Section 29 of the Surplus Property Act of 1944."

TACOMA, WASHINGTON

Appropriation: None

Requisition:

REVENAL OF COVEREDURAT LEASE

You are hereby notified that under the provisions of Paragraph II of Government lease:

My (R) - 43283 with Heeker Electrochemical Company, d. 2/13/48 severing use of esttain property in Tacoma, Washington, for Naval purposes,

149-117-ta

the United States of America elects to remove the gaid lease, as the same may have been smended, for the period of one year from and after May 31, 1951, and by these presents does remov, extend, and adopt the said lease and all the terms and conditions thereof for the period beginning June 1, 1951, and ending May 31, 1956.

Dated at Washington, D. C., 26 Feb 1951

THE UNITED STATES OF AMERICA.

By Jack E. Cochrane
By direction of the Chief of the
Bureau of Yards and Docks, acting
under the direction of the Secretary of the Havy.

Hocker Electrochemical Company Tacoma Plant Tacoma, Washington

NOTE: Please asknowledge rescipt of this notice.

TACOMA, WASHINGTON

October 30 1959

General Services Administration Federal Office Building 900 First Avenue Scattle 4, Washington

Actention: Mr A W Marrifield

Gantlemen:

Easement Granted to Tacoma Maval Shipyard

Beforence is made to Mr Herrifield's telephone conversation of October 25 concerning Government Agreement NOy(R)-43283, dated February 13 1948, subsequent renewals, and your request for assignment thereof.

You have our consent berewith to transfer this agreement to the Fort of Tecoms, with the qualification that such consent shell not constitute approval of any subsequent transfer or assignment thursof.

As a point of interest only, we understand that the sever in question has been abandoned and that all drainage formerly entering this branch has been diverted to a branch entirely within your property.

Acth ringh house

MODKER CHEMICAL CORPORATION

George Gentes Production Manager Western Chemical Division

R H Sherwin
hl
cc Addresses (4)
bcc H B Gardner
TH
AJR-SWT
GG
RMS

PLEASE NOTE:

Site/Parcel Numbering -- This notebook contains references to "Parcel 1," which has been the designation for the "Port Industrial Yard" property (401 Alexander Avenue) at the end of the Hylebos peninsula and at the Mouth of the Hylebos Waterway. See HCC "Summary of Existing Information" (January 1995). In the Trustees' Settlement Report, "Parcel 1" is designated "Site 56" and named the "AK-WA Shipbuilding Site."

This notebook also contains references to "Parcel 2," which has been the designation for the former Occidental property at 605 Alexander Avenue (but not including the former PRI Northwest property at 709 Alexander Avenue). Id. The Trustees' Settlement Report includes "Parcel 2" in "Site 57" named the "Occidental Site" (encompassing both the former Occidental and PRI properties).

[33221-0001/SL021570.091] 6/6/02

PARCEL #1 PHOTOGRAPHS

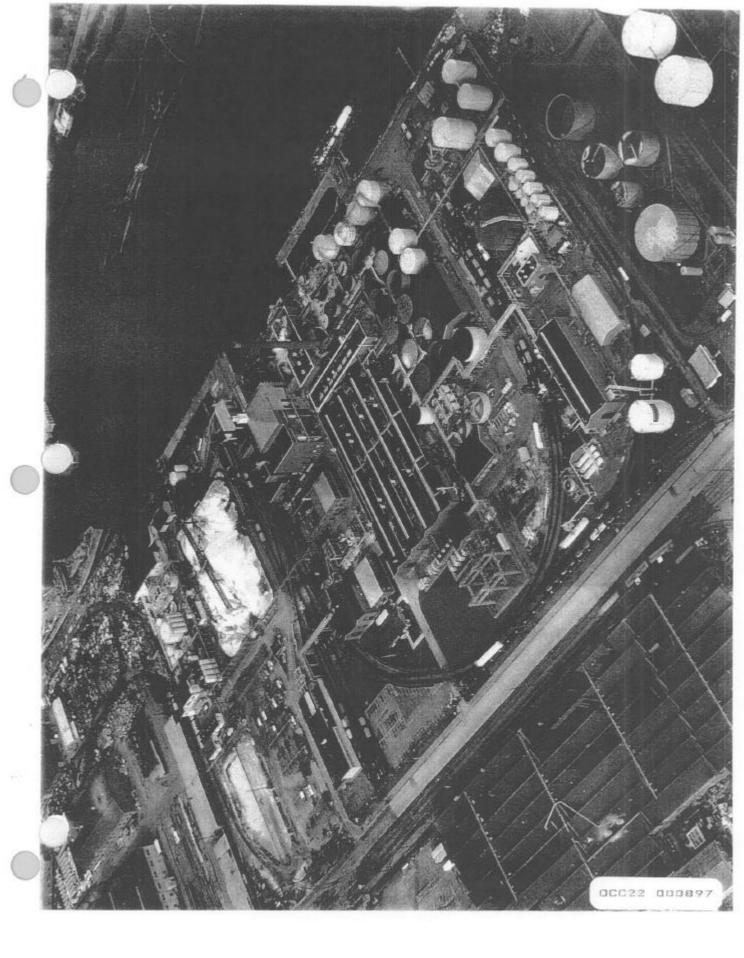
ZIDELL DISMANTLING (1960-84)

PARCEL #1 PHOTOGRAPHS

ZIDELL DISMANTLING (1960-84)

Two aerial photographs from the mid-1970s show the Zidell Dismantling scrapyard on Parcel #1, immediately adjacent to the Hylebos and just north of Occidental on Parcel #2. Piles of scrap and waste next to the Waterway are visible in both photographs, but are particularly extensive in the second picture - -very similar to activities at General Metals on Parcel #45.





PLEASE NOTE:

Site/Parcel Numbering -- This notebook contains references to "Parcel 1," which has been the designation for the "Port Industrial Yard" property (401 Alexander Avenue) at the end of the Hylebos peninsula and at the Mouth of the Hylebos Waterway. See HCC "Summary of Existing Information" (January 1995). In the Trustees' Settlement Report, "Parcel 1" is designated "Site 56" and named the "AK-WA Shipbuilding Site."

This notebook also contains references to "Parcel 2," which has been the designation for the former Occidental property at 605 Alexander Avenue (but not including the former PRI Northwest property at 709 Alexander Avenue). <u>Id</u>. The Trustees' Settlement Report includes "Parcel 2" in "Site 57" named the "Occidental Site" (encompassing both the former Occidental and PRI properties).

NEWSPAPER ARTICLES REGARDING PARCEL #1

TAGOMA WINS NEW PAYROLI

Big Veneer Mill Will Rise on Todd Shipyard Site; Will Employ 300 Men

Pro-eminence of Tocoma as a log merket, togother with the flue habor, but line, low power rates and admirable sites for industry, are responsible for the moving to this city of we will be added vesser plants of the Pacific Northwest plants of the Pacific Northwest plants, that of the Raymond's largest plants, that of the Raymond's largest plants, that of the Raymond's largest plant, and more as the plant is calarged, is the latest price which Tacoma's industrial practige has one. Seattle was a vigorous competitor for the plant and offered land at half the price gaid for a part of the Todd chipyards site, but without avail.

After five menths or investigation. Samuel A. Since eigned Wedneeday in the effice of George. D. Pee & Ca. the paper. which will give the Raymend Veneer company, of which he is president, 4.3 acres of land freeting on Wapate waterway, adjusting the Poterman Manufacturing company plant on the north and directly opposite to the Port of Tanama hiera.

The spients co-operation at forded him by the industrial Fureat of the showher of summares and his city officials in working out his problem of a suitable leastlen 'and best line seamestices, had 'mothe 'e do with his finding; here the site is his liking. Mr.: Sizer stated 'yester

(Continued on Page L Column 1)

Big Veneer Mill Will Rise on Todd Shipyard Site; Will Employ 800 Men

(Continued from Pare One) % Sidey. He empressed him regret belt to pull up subse at Raymand, after so many years of successful operation there. The move is being made only at a great energicle, he declared.

President John Dower of the Tacome chamber also expressed his regret that Tacoma's gain in this case is at the expense of a seighbor city.

who city.

"The saliev of the Tanesan Chamber of Commerce is not to ditempt to obtain industrice located in other party of Washington," explained Mr. Dewer. "Mr. Sizer came to us in this case, stating that he was being forest by a failing supply of suitable legs for his purposes in the Raymond district to make a, more. When it became a matter of which he would move to, edg., we took an interest in attempting to find him the right location here. Tanesan's pride in having you the big veneer plant can be particularly for industrial supremery, but our picapure to clouded by the howelloge that we are gaining where attents of theses.

The construction of the new plant here and the removal of the equipment of the plant at Raymond will be begun at an early facts, essentiage to Mr. Since. Several of the buildings of the Tod chipymore are with the pits purchased and will be utilified by the veneer essential, reducing the amount of new construction.

Negotiations with the sweets of the Todd shippard property have been under way for some time, but it was not until Wednesday that acceptance of the offer of the Raymond company some and the purchase conferences or Mayor Zames G. Newbegin and Mr. Dower. Tussday, Mr. disor not with Mayor Newbegin. Commiscioner Ira & Davisson and Gerspension Councel E. K. Rurray, and an agreement was reached for materials bell line rails to the new

·Vener company is of a different character from that of other vener pients of Tarons, supplementing rather than companing with them in the line. The veners of the Wilson Harter company are confined to

by the Engrance was raily orbital and the second of the se

Trearne Public Library
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DEELCHALLA KOLED 🤻 .

Ordered to Vacate Lumber Plant Site for Ship Yard by June 1 June 1 has by

The Peterman Manufacturing ompany must vacate its huse company must vacate its huse plant on Alexander avenue by June 1 to make way for expansion of the Seattle-Tacoma Shipbulding corporation Judge John C. Bowen ruled in Isedral court Monday aft

Judge Bowen overruled a motion of the company to vacate the removal order. The company con-tended that it is physically impossible to move the machinery and equipment in such a short time without almost completely destroy-

ing it.
It was pointed out during the hearing that the Peterman company, as well as the shipbuilding company, is working on war or-

In asking Judge Bowen to let its removal order of June 1 stand, the government introduced a telegram from Admiral Emory S. Land, chairman of the United States maritime commission, that it is necessary for the successful prosecution of the war against Japan, Germany and Italy to have pos sion of the Peterman plant by

June 1.

R. F. Palmer, resident engineer of the U. S. maritime commission, testified that expansion work is progressing to the point where it will be necessary to take over the part of the Peterman site now used for a door factory, mill and veneer plant by June 1. The government, it was brought out, has been oc-cupying that part of the Peterman aite which has been vacant.

Palmer testified the property was (Centinued on Pase Six) pecessary iff the program of completing two thips a month at the Seattle-Tacoma shipbuilding plant is carried out. He said the company is now languaged in building cargo, thips and converting thips

cargo, ships and converting ships into airplane carriers, at the yard. D. E. Rice, engineer, of Seattle, who has built many sawmills and door plants, testified that it would require not less than 90 days to dismanile the plan so the machin-cry tan be saved.

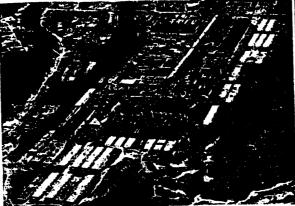
Owen P. Hushas, attorney for the Peterman company, said that the company does not wish to appear to resist the sovernment's desire to expand the shipbuilding plant. He pointed but that the Peterman company and/Peterman have cooperated in the government to take over the plant, but, because of the great plant, but, because of the great need for machinery such as is in use in the Peterman plant, was de-sirous of removing the machinery so that it might be utilized in the rebuilding of the plant at another location. He pointed out that the company was working almost ax-clusively on war orders.

A letter from Peterman to the maritime commission pointing out that the company was willing to sell, if it is the derise of the government, at a price which disregards the profits of the concern was introduced in evidence. The Peterman's price was deleted at the request of J. Charles Dennis United States attorney. This price it was unofficially reported, \$1,150,000. The government has not made public its appraisal of the property nor has it indicated what offer might be made to the Peterman company in advance of a trial to determine the figure, but it is reported to be approximately half of the price asked by the company.

> Taron. a Public Likery Wiffing File " てる いいいん こしょとといせい - LINEUN HATUL 1444"

5-5-42

Shipyard Rumors Revive Chronicle of the order of the control of Tacoma Achievement in 2 Wars



WHERE SHIPS WENT DOWN WAYS.—This aerus view of the Tacone. Navel Station shows the giant plant of the Tadd-Pacific shippards which turned out 13 major vessels before and during Weeking Var II. Topone, as it was called, piayed a big part in local possibility in termits, and is partly revivant. It open to the city's growth during the decade of the '10s, for at times as many as 25,000 warkers are the city's growth during the decade of the '10s, for at times as many as 25,000 warkers are the city's growth during the decade of the '10s, for at times as many as 25,000 warkers are the city's growth during the decade of the '10s, for at times as many as 25,000 warkers are the city's growth during the decade of the '10s, for at times as many as 25,000 warkers are the city's growth during the decade of the '10s, for at times as many as 25,000 warkers are the city's growth during the decade of the '10s, for at times as many as 25,000 warkers are the city's growth during the decade of the '10s, for at times as many as 25,000 warkers are the city's growth during the decade of the '10s, for at times as many as 25,000 warkers are the city's growth during the decade of the '10s, for at times as many as 25,000 warkers are the city's growth during the decade of the '10s, for at times as many as 25,000 warkers are the city's growth during the decade of the '10s, for at times as many as 25,000 warkers are the city's growth during the city and the city's growth during the city and the city's growth during the city and the city's growth during the city as a city and the city's growth during the city and the city and the city as a city and the city and the city and the city as a city and the city and the city as a city and the city as a city and the city as a city and the city a

By CHARLES WOLVERTUN Reports that Todd-Pacific Shiprards nere might again be put to work nave been heard in high lance in recent months.

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World by atte. The ways down
which side from 1970 to 1970 to 2000.

varis on the Tidefats were being razed. Where once 10 000 men had been employed during world War I all that was left was the state of the state of the What the state of the state of the ways and timbers became fuel to warm them for the winter ahead.

A local worter renned this and ament:
"An elegy is needed! Who is going to sing a lyric song full of the throp of machinery before the throp of machinery before

the throp of macninery before it is rusted away of the spissh of water as great shins were launched from docks which are crumbled to ruin now? The industrial slory that was the Todd Shippards is deed and

the Todd Shiovards is dead and gone. For a long while the interms activity that was once "acome's greatest industry has become only a mamory."
"Even the last brave vessel

"Even the lest brave vessel! which was born in what was; which was born in what was; once a beenive of activity has definanced. The Blaville, combination of the stammer built for the source steamer built for the source of the stammer built or the source of the stammer built on the stammer built of the

Shipe Still Affect

at military ships built investeeningues Prefabrication of parties and affair and a state of the state of the

Negative Tacoms, despite that! On March 5, 1940, even while imaginative elegy, was dar from the plant was all under constructions as even to hard the second of the tirk finite of the t

statement, telegranned forcial news-annoad.

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On Sept. 19. 1000. Littlement when the week practically in that time perspected of the Shim-ventich here. They are the one practically an are seen today at the had been awarded contracts circlavast station, methodside the construction of the C-1 type kept in readiness for action, cargo vessels—a \$10.85.000. Their carre is one of the context with that, plans for the duties of the C-1 type kept in the context of the context

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pany had built a completely mod-

United States would have been served bester by building more of the escort carriers of the type for 12 million delars rather than the big carrier of the Lyngton class which cos

By mid 1942 there were 4,500 men and women at work at the shippards. The unemployed and the WPA workers had long been absorped, and the migration from

It was estimated that in April. 1942, there were 25,000 men and women employed at Tode-Pacific, and by that time that name had seen shortened to Topec. The unmover of employment was sigh, it was estimated that 50 for the contract of these markings had not

Tropes were really hitting its sinde into yoring. A total of 38 ships, all of major size, had been all of 18 ships, all of major size, had been 1913, was shimated the payroll in April 1913, was shimated control of 1913, was shimated control of 1914 of 19

Employment had increased as thousand by October, and with the speeding pace the management got tougher with absonters. In a single week that month 350 were lived for absenteesin. Suit in general the production record was good. For the Navy had given the yard three of its awards in the two litts years of

Meanwhile, the baby liattops was a manufacture of the state of the sta

There were seven ships in the inmays at Topac when atomic ashumba erased Hirosanma and inNagasahi and abrustly neded the aiwer. And within days the process
of ciosans on the yards moving
moving move and five years abbuilding sides the seven ships.

There was preparatory work on a
there was preparatory work on a

we the Japanese suced for peace, men the plans for shuttling to shoot in were made. The Navy was men ready to huy Toda's interest in the heyards for two million dollars. con The critice plant was valued at 194 19 million dollars. And it was and sected that the yard would be shift come a storage station for the time

tops.

y Aug. 23 the workers, who if war threatens and my heen on a 48-nour week, ships are needed. Topac will be out to 40 hours, and a plan ready again.

Taema Public Library
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"Tacoma Industries

3-12-27

Building Spars Start of Tacoma Ship Industry and of axes eclosed yard built and delivered 30 estimated 25,000 me employed in the yard

Tacoma Yublic Library Cliffing File

"Tacoma Industries Shipphilding 1950-69"

6-27-69

TACOMA'S BIG VENEER PLANT TO OPEN SOON

Factory Being Built
On Todd's Old Site
To Be In Operation
Early Next Month

On the size of the Todd Dry Dork & Construction Co., where thousands of Tacomane worked more than a decide age, turning and shine to help win the war, a large venes; plant is now helps specified.

It is the plant of Sizer & Co., where retary out but absolut for fruit and vegetable containers and unitized vencer blanks for berry baxes will seen be in the process of produc-

I an effort is being made to have not least the first unit of the large plant in operation by the first of next second. It will-compley from 150 to 150 men and women, 40 per count being women, and will be proposed at first upon an eight-bour

The plant new being erected is \$30 feet long and has an average width of 110 feet. It is flanked on the nerth sale by a belier house and fuel bia and on the couth by stang

The description of the factor of the factor of the factor of the student of the student of the factor of the facto

The floors of the structure are of concrete and the dry kilns and other portions of the building are bring made as medern as possible, accord-

ing to filter.
It is believed that the plant will
cut approximately 50.000 feet of long
very right bears that it is in operation. Refuse will be hogged for feet.
The huge lathes are to be operated
by variable spred meters. All
cutument will be identrically oper-

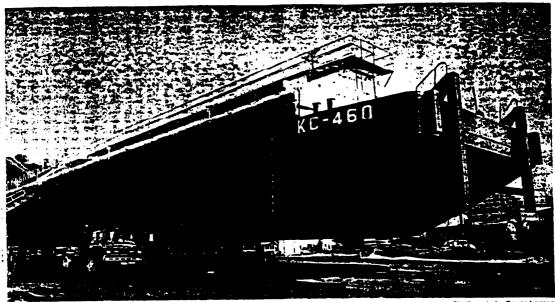
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available. Sizer hopes to ship thesemade of term to centern cities by
"Products of the campany are alsoheing seld in Taxan. Arizans. Ciorado, Mismossta, Wisconsta, Illinois
and other states in the contral sea;
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Officers of the firm are Samuel A.

Miney, Debetdent and disselert, Charles W. Lett. Vice president, transcror and a dissector, N. M. Righey, morrlary, and Mangy Press, who is use of the dispestors, T. Tacoma Public Library
Clipping File
"Tacoma Industries
Hywood thru 1949"

11-14-29

Business/Maritime



Staff photo by Bruce Larson

Grain hopper barge prepared for launching Tuesday

T. Indusy long wings Local barge-building firm scraps old name

Zidell prepares to launch new barge to carry grain on Columbia-Snake river system

By BRUCE JOHNSON

Nearly five years after it stopped dismanting snips and started building barges, Zidell Dis-mantling Co. is changing its name to Zideil Marine Corp.

Jack Zideil, vice president and manager of the firm's operation at the Port Industrial Yard, admitted that the name change is a bit belated. But he said there is a reason for the delay.

"Until recently, we still had considerable inventory of scrap from our ship dismantling operation," he said. When marketing the scrap, it was appropriate to have the word "dismantling" in the company's

Beginning in 1978, Zidell started building steel barges, primarily for

Tacoma-built Zidell barges can be found in Alaska and as far away as

Currently, Zideil has three barges under construction here, including one that is being prepared for launching on high tide before daybreak tomorrow.

Being trucked into launching position at low tide this evening is an 800-ton fully enclosed, self-unloading grain barge worth \$1.35 mil-

The 273-by-42-foot vessel is for Knappton Corp. of Portland, one of the largest towboat firms on the Columbia-Saske rivers system.

The barge, fully outfitted before launching, is capable of carrying 3,700 tons of grain.

Sloping, interior bulkheads make

use on the Columbia River. But it possible for the grain to slide into a conveyor-equipped trough at the bottom when unloading is in prog-

> The grain collects at a central point where shore-installed sys tems can scoop or vacuum out the

Special rubber-tired dollies are uired to move this and other Zidell barges from the construction pier to the launch ramp, also in the Port Industrial Yard.

All of the barges, nearly a dozen a year, are transported by Shaughnessy & Co. of Auburn - which specializes in moving heavy loads.

The other two barges now under construction are conventional deck-cargo carriers. One of them has been sold to Crowley Maritime

Actually, most of Zidell's barges

are started on speculation, either for sale or lease. Some of them are finished on speculation - and reon Hylebos Waterway.

At the moment, there are six

barges there. All but one of them are new or nearly new, Zidell said.

"That represents quite as invest-ment, particularly with today's high cost of money," he said. "But we're still building barges."

Where the barges now are moored, a number of historic naval vessels (ell victim to Zidell cutter torches in previous years. Among them were the aircraft carriers Ticonderoga and Bunker Hill.

Zidell abandoned ship scrapping when scrap-steel prices deteriorated and surplus war-vintage ships became less plentiful.

Tacoma Public Strang Clipping File " Tacoma Industr es Shipburlaing . Luuriskire

23 Firms Occupying Old Naval Facility Employ 454 Persons

Employment by 23 firms which have leased facilities at the former Tacoma Naval Station now exceeds total government employment at the time the facility was closed by the Navy Dept. it is revealed in a Chamber Industrial Dep't report just released.

Total employment by firms at the Port-Industrial Yard, as the former Naval Station is now named, totals 454 as compared to approximately 300 persons employed at the Naval Station at the time of the closure an-

nonncement.

Firms now utilizing space at the Yard include Bartron Inc. (laminated plastics), Room-Temp Lockers (Cold Cache lockers and doors), I. W. Johnson Engineering Co. (sawmill machinery), Weyerhaeuser Co. (engineering), St. Regis Paper Co. (containers), Harbert Construction Co. (pipe-line contracting), Zidell Dismantling Co. (ship breaking), Industrial Controls & Machine Co. (electric, controls and switchboards), Motor Life Inc. (motoroil additives), and Sabre Craft Boat Co., starting production this fall.

Co., starting production this fall.

Other local industries leasing space for storage, thus making more room in their own establishments for expanded production, are Educators Mfg. Co., Nulife Fertilizers and Reichhold Chemicals Inc. Other tenants include Smyth Moving & Storage, Lincoln Moving, Vikifig Tratlers, Export Pacific, B & B Glass Co., Active Transport, Gai's French Bakery and the Washington State Fisheries Dep't.

It also was recently announced that the J. M. Martinae Shipbuilding Corp. will be using space in the Port-Industrial Yard for layout of plans for construction of the hydrofoil patrol craft to be built by Boeing in the Tacoma

Tacoma Public Library
Clipping File
"Tacoma Industries
1960-69"

unknown Date

Air Corps: Provides Shelter-For Civilians on Home Front

Twelve Hundred Workmen in Tacoma Plants Provide Material to Aid Forces on the Firing Line

Aid Forces on the Firing Line

- Incl. - Plyancel (a - 1905)

Plyancel is news today!

Plywood is news today!

And here's why. Ever since the unloading of the first lap bombs plywood has ridden the headlings because of its contribution to our national job of smashing the axis. It's a peacetime building material in hattlendress.

When the aggressor navy attested the Philippines, ting, this forpede boats—built entirely—diplywood, not metal—ecooted out to deal death. When Henry Kaiser builds vital eargy vessels in record chattering time, he relies upon thousands of seet of plywood for cabina and dozens of interior uses. The Army utilizes plywood sesault boats, haifboats, and peatoons to establish bridgenesses.

Already the military have nedected a great fleet of pipers and alsphanes. And plane for the ferthese-ing giant earge airships specify all-piywood exactractions. Solitors are sheltered in pipers of the free control of the free

Of the 180,000 prefairmented houses for war workers and their familian new heing samplated by various governmentalinguesies. He great majority are plywood inside and out with the passing population of the familiary of the famil

Liteboate that yard put a beautiful friend and suppress control of the friends of

"In doing two presents and to-"sential civiling goods, plywood "is doing hundreds of different

And this vital war material is a Tacoma product, Pro-just year "Lacoma mills preduced Pro-just year "Lacoma mills preduced (168,004,00 aquare feet of the puncie or about a tenth of the output of the Dueglas fir plyword industry comprised or 30 mills adverted years from 18-18 lingham in the north to Coquille Ora, in the court. It for instance the output of these Tacoma mill alone had gune eminately to the construction of house for we workers, \$6,000 of them could have been erected.

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"Tywood is not inhalitate for anything sing," W. E. Difport, managing directed for fort, managing directed for the single first the single first the single for compliant name and the rebeing med for compliant name of jubt telap-one name better the any other material known, "The physical assessing, the single first the single for the single first the single

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more overse-have been the demands upon the material that partments and secrebes have disovered once documenty remote apticultury and incited further onlayation.

Widespread recognition of ply-

Consequently, those designers, relations and engineers who tells, here some war-free time to lean for temperature being are writing into those plane homes of relating into those plane homes of relating into those plane homes of the first termine that green formed of physical and builti-with startling appeal and builti-with startling appeal and builti-with startling appeal and builti-with startling appeal and the furniture will be a part of the house stratumes—will be not a present appearance, and the part of the house stratumes—will be not a present and traquently will be all as part of physical or physical control of the part of the

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2-25-43

MEMORANDUM OF UNDERSTANDING

It is hereby agreed by the U. S. Navy and Fletcher Oil Company that the following provisions apply to the joint use of their adjacent facilities in Hylebos Waterway, Port of Tacoma, Tacoma, Washington.

- 1. The berthing of the USS IMPLICIT (MSO-455) (or other U. S. Navy Minesweeper) and the Repair Barge (YR-84) at the Naval and Marine Corps Reserve Center Pier will be shifted so as to moor the USS IMPLICIT (MSO-455) (or other U. S. Navy Minesweeper) adjacent to the Fletcher Oil Company Pier.
- 2. When United Transportation Barge #102 or other barge which requires the use of the Naval and Marine Corps Reserve Center Pier is scheduled to be along side the Fletcher Oil Company Pier, a minimum of 24 hours notice will be given to the Naval and Marine Corps Reserve Center and the USS IMPLICIT (MSO-455) (or other U. S. Navy Minesweeper).
- 3. When the movements of United Transportation Barge #102 or other barge which requires the use of the Naval and Marine Corps Reserve Center Pier, is limited to normal working hours (0800 1600 Monday through Friday) the USS IMPLICIT (MSO-455) (or other U. S. Navy Minesweeper) will get underway and move alongside either the USS ORLECK (DD-886) (or other U. S. Navy Destroyer) or Repair Barge (YR-84) in order that adequate room to moor United Transportation Barge #102 or other barge which requires the use of the Naval and Marine Corps Reserve Center Pier will be available.
- 4. When movement of United Transportation Barge #102 or other barge which requires the use of the Naval and Marine Corps Reserve Center Pier is other than during normal working hours, a tug will be provided at no expense to the Government to move the USS IMPLICIT (MSO-455) (or other U. S. Navy Minesweeper) outboard of either the USS ORLECK (DD-886) (or other U. S. Navy Destroyer) or Repair Barge (YR-84) as deemed appropriate by the Command Duty Officer of the USS IMPLICIT (MSO-455) (or other U. S. Navy Minesweeper) and to move it back to it's original berth upon completion of the off-load by United Transportation Barge #102 or other barge which requires the use of the Naval and Marine Corps Reserve Center Pier.
- 5. When the USS IMPLICIT (MSO-455) (or other U. S. Navy Minesweeper) is unable to move due to it's propulsion plant being inoperative, the tug service as described in paragraph 4 above will also be provided. The Commanding Officer or Command Duty Officer of the USS IMPLICIT (MSO-455) for other U. S. Mars. Minesweeper)